

Baltimore District

Multiple Award Task Order Construction Contracts

Acquisition Plan

DEPARTMENT OF THE ARMY
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ACQUISITION PLAN

Project: Multiple Award Task Order Construction Contract,
Military District of Washington

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ACQUISITION PLAN

RFP DACA31-99-R-0055
MULTIPLE AWARD TASK ORDER CONSTRUCTION CONTRACT
MILITARY DISTRICT OF WASHINGTON

The purpose of this plan is to provide a vehicle for the confirmation of the authority of the contracting officer to award two Task Order Construction Contracts within and surrounding metropolitan Washington, DC.

A. Acquisition Background and Objectives

1. **Statement of Need.** The scope of these contracts encompass a broad variety of minor repair, modification, rehabilitation, alterations and new construction projects in support of local customers located in the State of Maryland and Washington D.C. The majority of work will be on installations under the Military District of Washington and Walter Reed Army Medical Center including but not limited to Ft. Belvoir, Ft. Myer, Ft. McNair, Ft. AP Hill and Ft Meade. Other military, government and institutional sites within this area may be included. Projects may consist of infrastructure development, office buildings, ADP areas, shops, laboratories, storage areas, barracks, housing, utility systems, site improvements, environmental sites, civil works projects and support for others. Customers to be serviced by these contracts will be from a broad arena of military, civil works and support for others.

The work required extends beyond a single construction effort in that it involves planning, scheduling, coordinating, and procurement of materials for a fluctuating flow of unrelated task orders. The Corps of Engineers mission to provide engineering, planning and construction services for infrastructure missions is often time-critical and of a highly visible nature. Therefore, the contractors will be required to respond rapidly to Government requirements with top quality craftsmanship, without compromising safety standards, current mission requirements and readiness. It is imperative that the Contractor provides a flexible and multi-disciplined work force of the highest quality. The work requirements described in the scope of work do not necessarily represent

all of the work of this nature that is accomplished by the Corps of Engineers. These are not requirements contracts or Job Order Contracts.

This requirement requires the contractors to extend beyond the conventional, single job construction efforts in that the contractor must plan, schedule, coordinate, manage, and execute a flow of independent orders with a wide variety of craft skill levels. The contractors must be capable of adjusting to a wide variation in the craft mix without significantly impacting on-going work. The contractors are expected to select quality subcontractors necessary to perform elements of work, for which there is insufficient "in-house" capability and effectively manage those subcontractors to insure that the Government is provided with a "seamless" level of effort on each task order. Since the contractors' management has the direct interface with the Government, it is essential that personnel at this level maintain an overall and effective insight into all facets of the activity, including operations, to insure that the contractors can respond promptly to new or changed conditions with a minimum of disturbance to the Government. One of the major objectives of these contracts is to obtain construction contractors that are highly qualified with an expert staff of experienced construction professionals. To this end the contractors are expected to bring forth any comments or questions that they may have about the task order scopes before task order award. While the contractors may request information after award, such requests will have a negative impact on the performance rating of the contractors.

The nature of the work is one of minor construction and modification and rehabilitation of existing and new facilities. The work included may vary from routine general construction to installation of complex special test or laboratory systems. All task orders will clearly define the work required. This will vary from narrative description to detailed plans and specifications, depending on the size and complexity of the tasks. For the more complex mechanical and electrical systems work, the tests required for final acceptance will be stipulated. The jobs included will require a variety of professional management, engineering and craft skills.

The customers will determine the scope of work to be included in a task order project based on good engineering

practices, environmental impact, operational or administrative considerations, and lifecycle cost effectiveness. Customers and tenants normally identify the makeup of projects based on need, funds available, and command priorities. The customer advises tenants on the technical, regulatory, and statutory feasibility of their projects. Projects will not be started without prior written project approval from the proper authority. Projects will not be split into increments solely to reduce the estimated costs below statutory limitations, contracting thresholds, or project approval levels. DA Pam 420-11 will be used for guidance. Minor construction military projects will include all work necessary to produce a complete and usable facility or a complete and usable improvement to an existing facility. Separate maintenance, repair, and minor construction projects may be grouped into one contract for procurement, or a single project may be accomplished with more than one contract or more than one task order. The total funded cost of all elements of the project will not exceed the total authorized cost of the project. More than one category of work may be approved on one task order, provided that work is within the customer's authority. The total funded cost of all elements of the project will not exceed the total authorized cost of the project. Maintenance, repair, alteration, and new construction will comply with the applicable requirements of the National Environmental Policy Act, sections 4321-4370a, title 42, United States Code (42 U.S.C. 4321-4370a), the National Historic Preservation Act, part 800.6, section 36, Code of Federal Regulations (36 CFR 800.6) and other environmental requirements.

2. Applicable Conditions. The Corps of Engineers has consistently used Sealed Bidding of Firm Fixed Price Construction Contracts, as described in FAR Part 14, for more than ninety percent of its construction requirements. This conventional process is adequate for large or complex projects with longer schedules, but does not address local customer requirements for smaller, quicker, construction projects. While design requirements can be rapidly addressed by a design IDTC or in-house personnel using Simplified Design Methods, the tools for executing the construction contract are limited. A contract vehicle needs to be developed to recognize the advantages of simplified design procedures, minimal design requirements for repetitive work, availability of A-E services under IDT

contracts for more complex design, and the technical advances made in the construction industry. The JOC contract type that was developed during the 70's and 80's is a good tool but limited in today's quick ever changing environment. The differences between this Multiple Award Task Order Construction Contract for the Military District of Washington described under this plan and the standard JOC are as follows:

(i) IDIQ allows for lump sum settlement for each task order. JOC requires each line item to be settled.

(ii) IDIQ encourages the prime contractor to do best value procurements with subcontractors. It is well known that best value procurement reduce the number and cost of modifications.

(iii) IDIQ complies with FASA including multiple awards. JOC discourages multiple awards. It was implemented before FASA.

(iv) The IDIQ incentives high level of performance in quality control, timely performance, safety and multiple task management. JOC requires only minimal performance.

(v) IDIQ uses COTS (Commercial off the Shelf) estimating system in accordance with FASA. JOC uses a proprietary Government estimating system that costs between \$10K and \$20K per procurement.

(vi) IDIQ encourages the use of 25% designs (and simplified design methods). JOC can use 25% designs but encourages the use of 100% design.

(vii) IDIQ can get contractor buy-in during the design process through B&C reviews, reducing the many modifications associated with the standard Government process. JOC does not make use of this technique.

While similar in type to the JOC, the IDIQ is one of many types of construction contracts that are addressed in CEMP-EC memorandum dated 29 Oct 1997 entitled "Indefinite Delivery Construction Contracts".

Potential projects are targeted at repetitive or simple projects, which can be adequately priced based upon the

R.S. Means Facility Construction Cost Data. The intent is to satisfy customer construction requirements with minimal cost and schedule development for work requiring little or no design.

3. Cost. The cost goals for this plan are well-defined and very limited. This plan is targeted to accomplish a maximum \$14.9M over two competitively awarded contracts over a three year period. There is no "surge" value.

(i) **Life Cycle Cost.** Life cycle cost is not applicable. Life cycle cost analysis can be performed on specific task orders as placed.

(ii) **Design-to-Cost.** Design-to-cost is not applicable. Contract clause can be used in each task order for meeting statutory and regulatory requirements for design within funding limitations. These contracts are targeted primarily at task orders requiring minimal or no design.

(iii) **Application of Should-Cost.** Negotiation of task orders will be based on catalogue prices and limited non-prepriced items. To ensure compatibility of catalogue prices with existing conditions, all items with unit price (as an assembly or unit) over \$10,000.00 will be negotiated as non-prepriced items. As task orders will be negotiated from catalogue (R.S. Means), a cost analysis is not applicable.

4. Capability or Performance. The two firms that will be selected for these contracts will be selected based on a best value evaluation of all proposals received. This source selection may result in awards being made to the higher rated, higher priced offerors where the decision is consistent with the evaluation factors and where it is deemed by the Source Selection Authority (SSA) that the technical superiority, overall business approach, and/or the past performance of the higher priced offers outweighs the benefits of any price difference. The SSA, using sound business judgement, will base the source selection decision on a trade off analysis of the proposals submitted in response to this solicitation in accordance with the evaluation factors established for this procurement.

5. Delivery or Performance Period Requirements.

These two contracts have a performance period of three years. The most critical element of this process is timely performance of work by the contractors. As anticipated, task orders will be of lower price than traditionally handled by the District, the need will exist for rapid placement of multiple task orders. As administrative costs are higher for multiple small dollar projects, at least in the traditional way of doing business, an added emphasis must be placed on quality and customer satisfaction. Repeat customer business would serve to reduce administrative costs through the learning curve and potential for combining requirements into a single task order. While not foreign to the District, historic workload of large construction projects has lessened the economic importance of the small projects.

No extraneous constraints are known or anticipated for execution of any task orders. Execution of contract(s) is intended to reduce schedule by eliminating excessive or unneeded steps preceding actual work on site. Use of multiple contracts will have the added benefit of increasing the available contractor pool in satisfying surge requirements. Task orders under the contracts will have delivery schedules that are based upon accepted commercial standards and industry standards. As placement of multiple, smaller task orders is anticipated and greater economic emphasis placed on need for repeat business, the District will need to be the "contractor of choice". Because this places an additional burden on the District and local customers for administrative support, a greater amount of responsibility needs to be placed on the contractor. Because of limited manpower resources, the District would need to apprise customer requirements against contract suitability based on multiple factors, including:

- (i) Urgency of need and availability of alternatives;
- (ii) Nature of Work to be performed (complexity, need and extent of design, industry practices, critical path lead times, construction seasons, required completion date, contractor capacity to perform, etc.);
- (iii) Small business opportunities;

- (iv) Industry practices;
- (v) Administrative and procurement time;
- (vi) Administrative and Quality Assurance loading against in-house manpower resources for Contracting and Construction.

6. Trade-offs. The trade-offs associated with this plan are rigid command and control versus flexibility. The rigid contract control associated with sealed bidding is very effective for large contracts but is limited when small, short schedule projects are encountered. While speed will be obtained with these two contracts, a very important negotiation period exists along with the need to clearly and effectively define requirements. The cost and time associated with obtaining the rigid, well-defined scope of work is hard to justify on smaller projects. As the smaller projects become a larger portion of these customers budgets, and the customers facilities engineering staff shrinks, these more flexible tools will have to take advantage of extensively catalogued prices for facilities construction, improvements in automation application for the construction and contracting sectors, and existing capabilities of District staff. The approach for design to feed these contracts is being implemented by the Architect and Engineer Instructions (AEI) for Installation Support, and will be tied into construction. The construction acquisition contracts discussed in this plan are intended to be highly flexible and minimize the cost to customers. They are also intended to maximize the dollars available (go where the money is) and limit the amount of dollars spent on administration and acquisition development.

7. Risks. The technical, cost, and schedule risks involved do not change from the traditional, sealed bidding method. Technical risk to the Government will be offset in the customary way through the use of bid and performance bonds. Liquidated damages will be established, as needed, on a task order basis as is typically done with the standard JOC contracts.

Economic risk is encountered by guaranteeing a minimum in the base year and for each option year of each contract. However, that risk is minimal for each option year, since that guarantee is only effective should the Government exercise its option for the additional period of service.

This shifts some of the risk to the contractor in developing a track record and reputation of performing adequately, since there is no guarantee that the option period will be exercised.

Other Risks: ACEC (American Consulting Engineering Counsel). This group may initially take the position that we will be saving the Government money by eliminating some of their design work. While on the surface this may appear to be true because this contract type is geared to take advantage of the Simplified Design Method and make use of 25% design packages for construction documents, the designer will most likely be more involved during the actual construction phase when their services may be employed more effectively. The cost of 100% design for projects less than \$1M is almost impossible to bear and of questionable value. It should be noted that this plan does not remove the design professional from the project delivery system, it is simply adjusted when that effort is expended. The most important positive factor in this approach will be the attempt to eliminate the current adversarial process that is encountered and actually form a real teaming effort to benefit the Government. The best way to sum up this approach is to ask the question, how many times does the Government referee a responsibility fight for something that doesn't work on a project between the construction contractor and the AE (90% or 100%)? Our discussions with design professional indicate that they are very interested in being part of this new process.

JOC system. This group may initially view this acquisition as a competitor to a long developed and successful program. This acquisition is not an attempt to replace JOC but will be used by the customers as an alternative. It builds upon many of the business and technical processes developed by JOC. At present the customers have no alternative but to go through a lengthy litigation or cure process if the contractor does not deliver or if performance is lagging. Inevitably it does not help the post that has to get the projects built with ever increasing time and cost constraints while taking on more and more infrastructure burden. These contracts will provide the post with a real alternative other than small purchase or going through a lengthy new procurement process. This group may also view this new acquisition as a competitor to the Unit Price Book (UPB) because it uses a "commercial off the shelf standard" produced by R.S. Means Inc. The Means book costs \$300

compared to \$10,000 for the UPB, provides better support for it's cost development and is more readily accepted than the Government proprietary UPB. Considering DOD and SARDA's many directives to use more "commercial off the shelf items" and get away from the expensive Government proprietary specifications the trend is very clear in this area. A reminder at this point is important. These contracts are being developed primarily for local post use and administration.

Small Business Concerns. This group may view this as consolidation of contracts thereby limiting their ability to get many prime small contracts. This is true. The Government clearly cannot continue to issue a large number of small construction contracts simply to feed the small business community at a cost to the Government in administration fee that exceed the value of the products being obtained. With dwindling federal resources the above facts have been well recognized by GAO, DOD and SARDA. In its report entitled GAO/NSIAD-97-86 on Base Operations - Challenges Confronting DOD As It Renews Emphasis On Outsourcing, GAO stated,

"...two areas of outsourcing appear to offer the potential for significant savings, but the extent to which the services are exploring them is mixed; (14) they involve giving greater emphasis to (a) the use of omnibus contracts, rather than multiple contracts, for support services; and (b) the conversion of military support positions to civilian or contractor positions;..."

SARDA Innovative Streamlining Tips To Try dated 27 November 1996 also specifically states a preference for bundling of smaller contracts and the use of multiyear contracting to minimize the cost to the Government. We can no longer afford to break up the small construction projects into completely designed projects and then put them out for a low bid in the anticipation of cost savings simply due to the low bid approach. SARDA goes on to state that, "we can no longer afford to individually 're-invent the wheel' each time we have a new contracting requirement". Even the FAR in part 6.302-1(ii)(A) recognizes that the purpose of competition is not to "spread the wealth" but anticipates that the cost of the procurement process will be offset by the savings of the low bid competition. Such cost savings rapidly break down when the cost of the business risk to

the Government and the cost of design/procurement/administration of construction projects under \$1M are reviewed.

It should be noted that the small business companies that feed on these projects will not be eliminated in this process because they still have opportunities to pursue the work as subcontractors. As shown further below, the contract will include the mandatory subcontracting plan requirements. All large business firms submitting a proposal for this acquisition will be required to submit and negotiate a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7 and statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan (FAR 52.0219-0009)". While that converts them to a different concern group, the work is still going to be done by small businesses. As this acquisition approach is not traditionally used by the COE and intended projects will be smaller and fast paced, care will be exerted in authorizing the "borrowing" of capacity from the contracts. KO/COR authority will be limited to organizations and individuals with experience or knowledge of the Districts procedures for doing business, and with a record not blemished by failure to meet contractual obligations on the part of the government. In addition, organizations that will be allowed to utilize the contract will have to have proven management systems and personnel with credentials that would indicate that they can manage this type of contract vehicle successfully.

8. Acquisition Streamlining. This acquisition has not been specifically designated as a program subject to acquisition streamlining. By its nature, the intent of these contracts is to identify and eliminate any unnecessary acquisition and administrative measures, shorten acquisition time, and reduce administrative cost for a specific type of supplies/services to be provided. These contracts embody the goal of the acquisition streamlining goal.

B. Plan of Action.

1. Sources. No required sources exist for acquiring construction projects. FAR 8.0 is not applicable. In addition, on October 29, 1996, the Deputy Secretary of

Defense issued a policy statement concerning the consolidation of contracts. In it, the Deputy Secretary announced that in planning to consolidate several contracts or requirements, the services must consider socioeconomic programs. The District socioeconomic program is being addressed through the requirement of subcontracting plans from any large business. The floors have been identified by the District's Deputy for Small Business and will be included as a requirement of the solicitation. The acquisition is for commercial type product delivery as defined by the RS Means Facility Construction Data, a commercial product.

2. Competition.

(i) Competition promotion. This project was publicized in the Commerce Business Daily as required by FAR 5.0.

(ii) Major components. Not applicable.

(iii) Spares and repair parts. Not applicable.

(iv) Subcontracting. The contractually mandated subcontracting goals included in the RFP are:

70% as a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

And of that portion placed with small business concerns,

15% shall be placed with small disadvantaged business concerns, to include HBCU/MI's.

8% to be placed with women owned small businesses.

1% to be placed with HUBZones small businesses.

3. Source Selection Procedures. There will be a formal source selection plan for these contracts.

4. Contracting Considerations. The Task Order Construction Contracts (TOCC) for Military District of Washington are one type of Installation Support Contract designed to support the installations to handle their

backlog of small new recurring construction, repair, alteration and maintenance requirements with a significant cost and time savings to the Government when compared to the current low bid option and JOC option. Separate maintenance, repair and small new construction projects may be grouped into one task order to derive significant savings. The TOCC's will be awarded in lieu of a JOC as a pilot program to test the viability of this new business strategy. They are modeled after the very successful contracts awarded by NASA at Goddard in Laurel, Maryland, NIH at Bethesda, Maryland, Vandenburg AFB, California, and Nationwide Turkey based contracts. There is a significant difference between JOC and TOCC in that the coefficients for TOCC are significantly less, they use a commercial standard cost book in lieu of a Government proprietary unit price book (at more than \$10,000 in direct cost plus software and training), there is post award competition (i.e. performance competition, not cost competition) with more than one contractor, and there is an award fee that incentives management, quality control, safety, and timeliness to a higher degree than any other current contract method being employed in the Corps of Engineers today. In addition, the **Army Acquisition Reform Tools and Techniques Guidebook** states in part:

"Put real monetary incentives in the contract to encourage cost reductions.

Challenge every requirement and evaluate changes to requirements that might reduce cost. Reduce cycle time of every process and eliminate redundant testing.

Remember that the new laws and regulation give you the power to all of the above-if you find a barrier you cannot overcome, elevate it."

These contracts comply with FAR 16.504, specifically meeting subparts a, b, and c. The TOCCs are one type of IDIQ contract that is designed to meet the recurring small construction needs of the posts. AFARS 17.9002 (Applicability) states, "JOC may be used to acquire real property maintenance and repair or minor construction at an installation." The assumption that the word "may" really means must is not reasonable. JOC is simply one of many types of construction IDIQ contracts just like TERC, PRAC and Tank Yank. In addition, the TOCC meets the pure

definition of task order contract as referenced in FAR 16.501.

Alternatives considered:

(i) Simplified Acquisition Process (SAP). Usage of SAP is ideally suited for in-house design using Simplified Design Method for projects less than \$100,000. The design time is greatly shortened, as well as cost for design solicitation and reproduction. Drawbacks include the shrinking acquisition, engineering, and construction management staff that must be optimally utilized to obtain maximal return for project assignment, FACNET certification requirement, dollar limitation, and advertising period. Preferably, the acquisition tool will have incorporated competition in contracting principles in order to minimize time from customer request to construction contract action and have a dollar threshold satisfying customer requirements (i.e., to \$500,000 for minor construction and up to \$1,000,000 per contract action for repair and minor construction).

(ii) Requirements Contract (RC). Requirements contracts may lead to faster deliveries, especially when items with otherwise long lead times are involved. Disadvantages include constraints placed by limitations in the work statement, as both nature and extent of work (maximum and minimum) must be defined and inflexibility of the contract vehicle in providing an alternative contractor after initial competing.

(iii) Service Contract (SC). Used in conjunction with other contract vehicles, such as Job Order Contracting or Time & Material contracts, SC's can be used to quickly satisfy customer requirements for performing a particular task, (demolition, maintenance, maintenance, repairs) but of itself cannot satisfy customer requirements for minor construction work. The work contemplated in these contracts is significantly construction.

(iv) Total Maintenance Contracts (Base Maintenance, Housing Maintenance, etc.). Usage of the acquisition tool is limited to the prepriced items in the work statement, and to the real property inventory cited in the work statement. Though able to provide a rapid response once in place, the geographic and item listings greatly constrain the portability and usefulness in satisfying requirements

of multiple customers. These contracts are more encompassing than the small construction contracts planned.

(v) Job Order Contracting (JOC). JOC typically uses a unit price book of up to 25,000 items, and limited (ten percent) non-prepriced items. For complex work the Government must define the scope and issue a design to the contractor. For each signed order, a fixed price, lump sum contract is managed accordingly. Drawbacks include limitation to unit price book items, minimums and maximums placed on orders, insufficient incentive for contractors to limit cost, schedule growth, and not place sufficient risk on the contractor to adequately maintain quality control. After the initial competition for a JOC award, no effective competition remains as an alternative to a contractor found to be otherwise unreasonable. Initial cost and procurement lead-time for obtaining a single JOC contract is an additional drawback.

(vi) Sealed Bidding. Though adequate for larger or more complex projects, use of IFB is not an acceptable alternative for minor construction as it may unnecessarily increase schedule and project management cost. Moreover, once a fixed price, lump sum contract is in place, by either JOC or IFB, the customer may be trapped by time and cost constraints into an inferior negotiating position for any modifications. Where punch list items or construction change orders must be negotiated, and the contractor has been found to be unreasonable, an alternative needs be provided.

(vi) Time & Materials Contract (T&M). Used for customer support a T&M contract offers highly flexible and almost unrestricted range of construction services. However, the project management costs are significantly higher than if market or catalogue based rates or unit price book rates are available. Availability of unit price books and national market rate cost books, such as R.S. Means, makes usage of IDT contracts more attractive than T&M contracts as it offers better price control, hence lower project management costs. T&M contracts do not offer any incentive for the contractor to meet defined goals.

(vii) Fixed Price IDIQ (Multiple Award). An IDIQ by itself offers no great benefits over a JOC. However, where market price books are available, the cost, and associated time, of establishing a unit cost book is avoided. More

flexibility exists within IDIQ than utilized by JOC. Adequate cost or pricing information exists for establishing reasonably firm targets using nationally recognized standards for deliverables. In the multiple award scenario, each awarded contractor is made aware that the Government reserves the right to reward good performance by favoring the distribution of the work to the better performing contractor. With multiple contracts in place, the competition for customer satisfaction, timeliness and QC would be enhanced. The contractors would be motivated to satisfy well-defined requirements for schedule, quality and cost growth, since the availability of alternative contractors would emphasize the need for customer satisfaction.

(viii) In-House.

5. Budgeting and Funding. Funding for individual requirements will be provided by the posts as funds become available. Task orders will not be issued until funds are certified available.

6. Product Description. This acquisition is not for parts and services as described in FAR Part 11. This acquisition is described under FAR Parts 16 and 36.

7. Priorities, Allocations, and Allotments. This project is in support of the national defense and is covered by the Defense Priority and Allocation System (DPAS). The DPAS has been established to promote the timely availability of the necessary industrial resources to meet current national defense requirements and to provide a framework to facilitate rapid industrial mobilization in case of national emergency. A DO-C2 rating will be assigned to this contract. Rated orders will be placed in accordance with the procedures in the DPAS.

8. Contractor versus Government Performance. OMB Circular 76 does not apply. Construction is not currently performed exclusively by in-house personnel. This acquisition strategy will not impact ten (10) FTE's. Construction is not an inherently governmental function as defined in the latest OMB guidance and this plan will not cause the loss of any federal jobs.

9. Management Information Requirements. Requirement for contract surveillance will not change from the

traditional sealed bid method other than to place more risk and Quality Control responsibility on the contractor. Existing and on-site personnel will be used to the greatest extent possible, along with existing information systems, to satisfy contract surveillance requirements. Commercial off the shelf (COTS) products will suffice for information management requirements. As design will be very limited, compliance with Tri-Service Spatial Data and A/E/C CADD Data standards will generally not apply. Customer specific requirements for as-builts or other construction-related data will be handled on a task order basis. Commercial software for cost estimating, scheduling, submittal control, and contract monitoring will be compatible with existing District hardware and software. Any requirements for data collection will utilize databases compliant with the Open Data Base Standard for assured compatibility. No proprietary databases will be developed. The contractor will be required to provide web based management systems.

10. Make or Buy. Make or Buy analysis is not applicable to this acquisition. The provisions of FAR Part 15.7 do not relate to this acquisition.

11. Test & Evaluation. This acquisition is not for a weapons system or large military program. This provision is not applicable to construction contracts.

12. Logistics. This acquisition is for construction. No provision for maintenance and servicing is considered. Use of warranties will follow existing standards for construction. No rights in data are involved. No standards, benchmarks, or prototypes are involved.

13. Government-Furnished Property. No Government-furnished property is intended for this acquisition. If contractor usage of government facilities is beneficial to the government, the provisions of FAR Part 45 will be implemented on a task order basis. The government will provide mobilization and stockpile space sufficient for purposes of this contract only. Arrangements shall be made on an availability basis for provision of office space and work area, for each task order, as determined to be beneficial to the government. Good faith effort will be exerted to provide Government furnished utilities, with provision for metering by the contractor and reimbursement to the government. In the event that specific items are needed for completion of work on a task order basis, but

procurement is limited by regulation or law (such as with proprietary items to include fire alarm, energy monitoring and control systems, or direct digital control, the rights will be reserved to provide those materials or supplies as Government-furnished equipment.

14. Government-Furnished Information. Availability of government furnished information, to include as-built drawings, utilities drawings, or other information specific to a task order, will be provided on a task order basis.

15. Environmental Considerations. This acquisition does not include preparation of NEPA documentation. Clauses in all contracts will include compliance with Federal, State and Local laws and regulations, in addition to any known customer-specific requirements. This compliance includes any permitting incidental to accomplishment of task orders.

16. Security Considerations. Acquisition is not anticipated to require handling of classified information and will not be considered as part of source selection. Any requirement for classification of data will be handled under a task order basis. Intent of this acquisition does not specifically include creation of a cadre for performance of classified work; the minor nature of the work in classified areas does not warrant creation of a cadre. This work will be primarily through subcontractors when needed.

17. Other Considerations. Energy considerations will be incorporated under a task order basis. Construction will comply with DOE mandatory energy conservation standards. Installation specific requirements, such as Installation Design Guides, can be incorporated on a task order basis. The AEI for Installation Support will be incorporated in place of the traditional AEI and will dictate criteria for energy, safety, industrial hygiene, accessibility, and other considered standards.

18. Milestones.

This acquisition will be completed within 60 days after approval of this plan.

19. Participants

KO
Contract Specialist
Chief Counsel
Chief Contracting
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